

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA
ATHENS DIVISION

RACHEL MILLS, *et al.*,

Plaintiffs,

v.

LAST RESORT GRILL, INC., *et al.*,

Defendants.

CASE NO. 3:20-cv-00115-CDL

**DEFENDANTS' JOINT MOTION TO ENFORCE
SETTLEMENT AGREEMENT, MOTION FOR STAY PENDING RULING
ON MOTION TO ENFORCE, MOTION FOR SANCTIONS,
AND REQUEST FOR HEARING**

Pursuant to the Federal Rules of Civil Procedure and this Court's Local Rules, Defendants Last Resort Grill, Inc. ("LRG") and Stanley Walker (collectively, "Defendants") file this Joint Motion to Enforce Settlement Agreement, Motion for Stay Pending Ruling on Motion to Enforce, and Motion for Sanctions. Pursuant to Local Rule 7.5, Defendants respectfully request a hearing on this Motion.

The parties and their counsel negotiated and signed a written Term Sheet during the September 1, 2021 mediation before Magistrate Judge Charles H. Weigle. Pursuant to that agreement, Plaintiffs are to receive a sum certain, subject to specific tax treatment and allocation requirements, in exchange for a general release of claims and other standard terms and conditions of settlement such as confidentiality

and non-disparagement clauses. The Term Sheet is a binding and enforceable contract.

Plaintiffs and their counsel, however, subsequently sought to renegotiate the terms of the parties' settlement. Even though the Term Sheet expressly and unambiguously (1) states how the settlement payment will be allocated between Plaintiffs and their counsel; (2) explains how settlement payments will be allocated between W-2 wages (in resolution of Plaintiffs' claims for back pay, back wages, and/or lost income) and 1099 income (in resolution of Plaintiffs' claims for compensatory damages); and (3) confirms Plaintiffs will indemnify Defendants for any tax withholding issues other than LRG's withholding payroll taxes (e.g. FICA and FUTA) from the W-2 portion of the settlement, and even though Judge Weigle has already stated that the tax allocation of those payments is enforceable, Plaintiffs and their counsel have refused to abide by the Term Sheet.

The stubborn refusal by Plaintiffs and their counsel to abide by the parties' enforceable agreement has necessitated this motions practice by Defendants. What is more, Plaintiff Keela Singleton has breached mediation rules and the agreed upon confidentiality clause by divulging private details about the parties' negotiations during the September 1, 2021 mediation in a public Facebook post, injuring Defendants in the process.

Defendants also respectfully request that discovery in this matter be stayed until the Court has ruled on their Motion to Enforce Settlement Agreement. That motion, if granted, would render moot the need for further discovery in this matter, and this matter would be resolved in a manner that conserves the Court's resources and those of the parties. Conversely, denying a stay under these circumstances would unfairly incentivize parties like Plaintiffs to reject an agreement they have already signed until a court can sort matters out, after all parties have been put through avoidable expense and burden.

For the foregoing reasons, and as analyzed in greater detail in the accompanying memorandum of law, Defendants respectfully request that the Court enter an Order granting this Motion, staying discovery and all existing deadlines in this matter pending a ruling on Defendants' Motion to Enforce Settlement Agreement, enforcing the parties' settlement agreement, awarding Defendants their attorneys' fees, costs, and expenses incurred in connection with this motions practice, and granting such other relief as the Court deems just and proper.

Respectfully submitted this 6th day of October, 2021,

/s/ Kathryn S. McConnell

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CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of October, 2021, the foregoing **DEFENDANTS' JOINT MOTION TO ENFORCE SETTLEMENT AGREEMENT, MOTION FOR STAY PENDING RULING ON MOTION TO ENFORCE, MOTION FOR SANCTIONS, AND REQUEST FOR HEARING**, and an accompanying memorandum of law and proposed Order in support thereof, was filed electronically through the ECF system, is available for viewing and downloading from the ECF system, and will be sent electronically to the registered participants identified on the Notice of Electronic Filings, including Plaintiffs' counsel of record as follows:

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